



A34093 PCT USA - 072142.0117

PATENT

THE UNITED STATES PATENT & TRADEMARK OFFICE

Applicant: Philip George Ellis
Serial. No: 09/786,739 Examiner: D. Crane
Filed: October 15, 2001 Group Art Unit: 3725
For: BUILDING FRAME MEMBER
AND METHOD OF CONSTRUCTION
Patent No: 6,813,919
Issue Date: November 9, 2004

PETITION UNDER 37 C.F.R. § 1.183

Certificate of Mailing

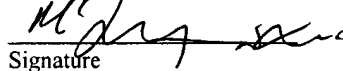
I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Attn: Office of Petitions, United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

December 2, 2004

Date of Deposit

Manu J. Teiwani

Attorney Name



Signature

37,952

Registration No.

December 2, 2004

Date of Signature

Commissioner for Patents
ATTN: Office of Petitions
United States Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

Sir:

Applicant hereby petitions under 37 C.F.R. § 1.183 that 37 C.F.R. § 3.81(a) be waived to permit Applicants to correct the name of the assignee after the issuance of U.S. Patent No. 6,813,919. The assignee was incorrectly recited on the Issue Fee Transmittal Form (PTOL-85) mailed on September 29, 2004. The correct assignee name is FrameMax

PATENT

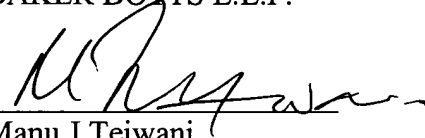
Inc. per the Assignment recorded in the United States Patent and Trademark Office on April 21, 2003, at Reel 013972, Frame 0573. The failure to include the correct assignee name on PTOL-85 was inadvertent.

Enclosed is a copy of the Notice of Recordation of Assignment Document, dated September 16, 2003. Also enclosed herewith is a Request for a Certificate of Correction. Please charge the payment of the petition fee required under 37 C.F.R. § 1.17(h) and any additional fees associated with this request to Deposit Account No. 02-4377. A duplicate copy of this page is provided.

Dated: 12-2-2004

Respectfully submitted,
BAKER BOTTS L.L.P.

By:


Manu J Teiwani
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New York, NY 10112

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Enclosures

BAKER BOTTS LLP

UNITED STATES PATENT AND TRADEMARK OFFICE
CERTIFICATE OF CORRECTION

PATENT NO : 6,813,919

DATED : November 9, 2004

INVENTOR(S) : Philip George Ellis

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

--(73) Assignee: "FrameMax, Inc., Riverside, California-- per assignment

MAILING ADDRESS OF SENDER:

BakerBotts LLP

30 Rockefeller Plaza

New York, NY 10112

PATENT NO. 6,813,919

No. of additional copies



BAKER BOTTS LLP

UNITED STATES PATENT AND TRADEMARK OFFICE
CERTIFICATE OF CORRECTION

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DATED : November 9, 2004

INVENTOR(S) : Philip George Ellis

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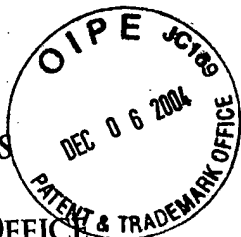
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UNITED STATES
PATENT AND
TRADEMARK OFFICE



SEPTEMBER 16, 2003

PTAS

Deputy Under Secretary of Commerce For Intellectual Property and
Deputy Director of the United States Patent and Trademark Office
Washington, DC 20231
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102427365A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/21/2003

REEL/FRAME: 013972/0573
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
NVESTTECH, LLC

DOC DATE: 04/02/2003

ASSIGNEE:
FRAMEMAX, INC.
4698 BROOKHOLLOW CIRCLE
RIVERSIDE, CALIFORNIA 92509

SERIAL NUMBER: 09786739
PATENT NUMBER:

FILING DATE: 10/15/2001
ISSUE DATE:

JEFFREY OLSEN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

**Deed of Assignment of
Intellectual Property**

NVestech, LLC

as Assignor

and

FrameMax, Inc.

as Assignee

This Deed of Assignment of Intellectual Property is made on 2nd April 2003.

Between (1) **NVestech, LLC (the Assignor)**
and (2) **FrameMax, Inc., a Delaware corporation (the Assignee)**

Introduction

- A. The Assignor is the applicant in respect of the Patent Applications and is the proprietor of the Trade Marks and the Other Intellectual Property.
- B. The Assignor has agreed to transfer the Patent Applications, The Trade Marks and the Other Intellectual Property to the Assignee, and the Assignee has agreed to accept a transfer of the Patent Applications, the Trade Marks and the Other Intellectual Property.
- C. The parties wish to enter into this Deed to record and effect the assignment of the Patent Applications, the Trade Marks and the Other Intellectual Property from the Assignor to the Assignee.

It is agreed

1. Definitions

In this Deed:

Other Intellectual Property means all intellectual and industrial property rights and interests relating directly or indirectly to the Assignor's activities, including, without limitation:

- (a) the Technology and the inventions that are the subject of the Patent Applications;
- (b) priority applications or national phase entries from the Patent Applications; and
- (c) artistic works, formulae, methods, plans, data, drawings, specifications, equipment, designs, prototypes, products, manufacturing process, inventions, discoveries, improvements, circuitry, circuit design, know-how, experience, trade secrets or other information relating to the Technology and the inventions that are the subject of the Patent Applications or used in or developed in connection with the Assignor's business;

Patent Applications means:

- (a) New Zealand patent application No. 518494.
- (b) New Zealand patent application No. 331788.
- (c) New Zealand patent application No. 510422.
- (d) International patent application No. PCT/NZ99/00149.
- (e) International patent application No. 09/786.739.
- (f) International patent application No. 01057462 and;

Trade Marks means those trade marks contained in NZ registration numbers 312999 (class 6), 313000 (class 37), and International registration numbers: 76/392852; and

Technology means the programs, hardware, systems, firmware, source code and object code of computer systems, and related technology used in the Assignor's business and more fully described in the Patent Applications.

2. Assignment

The Assignor hereby assigns and transfers, and in the case of Trademark Registration Number 76/392852 the Assignor has caused it's 100% owned subsidiary Framemax Inc (formerly known as Framemaker USA Inc) to assign such trademark, to the Assignee, and the Assignee hereby takes an assignment of all the Assignor's right, title and interest, in and to the Trade Marks, the Patent Applications and the Other Intellectual Property with effect from the date of this Deed.

3. Further Assurances

The Assignor will fully indemnify the Assignee for any legal expenses, compromises or settlements made, or any other costs required and/or associated with any invalid or improper assignment of the intellectual property, trade marks or patent applications. Each of these parties will sign, execute and do all deeds, schedules, acts, documents and things as may reasonably be required by any other party effectively to carry out and give effect to the terms and intentions of this Deed.

Executed as a Deed

NVestech, LLC by



President

Framemax, Inc. by

